App F IX 4

1945-46

File No ~~78-45~~ 50-46

Previous References
ml 79-43 (1, 2 6)
87-41 (5-7, 10, 26-28)

Serial Nos 10, 11

Later References
ml 45-47 (29, 30)

GENERAL AND REVENUE SECRETARIAT

Serial Nos
Two

Part B for October - 45 recruits

SUBJECT

Damage of Tarikere town

Filed

114c

1)

wl 79-43-6, wMA

42 Mr T Rajappa prayed that the remaining part of the drainage scheme in Tarikere Town may be got executed by the Government within a year as the town had become insanitary due to the incomplete condition of the drains The Minister for Local Self Government replied that orders would be issued for expediting the work as the work seemed to be progressing slowly (Ninth Day—Representation No 143)

1149/L

2) A letter is put up calling for the result of progress so far made in the executing drainage works in Tarikere sanctioned in GO NO L 7207-9/wl 79-43-6, dy 17-1-44

wa 7/9

3) Issue

7/9

TYPIST
8 SEP 1944
GEN & REV SECTT

To,
The D P H
L 2760 dy 26/9/44
calls for certain information

Sub A
wa
9/10

From the D P H.
L c 106-35 dy 2-4-45
forwarding a report in the matter

1149

$\sqrt{6437}$

L

Tambaram Drainage

4) In go[x] of 17-1-44 Sanction was accorded to the acceptance of a tender for Rs 16,139/- for the drainage work at Fairlieu

5) In view of the promise made to a representation at the R A, a report of progress made in the work was called for in this respect

6) The report of the D P H shows that work to the extent of Rs 60/- was carried out by the contractor (the contractor) and he is reluctant to proceed further for reasons stated therein In the circumstances, the Sanitary Engineer suggests, as seen from the report, to cancel the contract

The D P H reports that the entire file will be transferred ~~as to the plan~~ to the C E for R & B for necessary action

7) Submitted for perusal and orders with reference to para 142 supra

Sd/-
13/4

In view of the recalcitrant attitude

Tankers drainage work

C F 69]

Continuation Sheet

File No 6437
Current No [illegible]

of

Page

taken up by the Contractor the contract may have to be cancelled. The Chief Engineer for Roads & Buildings may be consulted unofficially in the matter

Law Dept for
14/VI/45

9) Secy
16-6-45
for

40296
79 Secy

U O No 242 d 18/4/45

10) forwarded with compliments to the Chief Engineer for Roads and Buildings for favour of furnishing his remarks with reference to para 8 supra.

By order

18/4/45
for Law Secretary to Govt.

U O No 447 Dated the 20th June 1945

11) The contract of the original contractor may be cancelled after recording the final measurements and fresh tenders may be called for and work pushed through

Secretary to Government,
Law Department with
compliments

Chief Engineer for Roads
and Buildings

9796

12) Secy for orders of the Govt may be issued as above

Law Dept for
22/6/45

WD 0726—GPB—25 000—15-9-44

Continuation Sheet — File No: Tamilnad Drainage — Current No — of — Page

The C E's opinion may be accepted & audit issued accordingly

23 6 45

for Secy

for 11.7.45

OFFICE OF THE ACCTS & AUDIT OFFICER FOR L S G & P H
Date 25 6 45
No 10313

925/317 us

111

317 DW 31/8 318

DF letter above

27 3/8/45

A draft letter is submitted in a

DW 4/8/45

To,

The C E Madras

Lr 1347 & 27/8/44

Directs to cancel the contract Lr 1346-50 — copy to the D c Kodaikanal, Comptroller of D & H

Bus A

for 4/8

from the D c Kodaikanal

No A3 c 3962 — dt 4/7/45

Asks a report re the drainage scheme at Kodaikanal

Tamkere Drainage 5626/2

General and Revenue Secretariat | File No | of 194 | [App F III-2

Serial No

1) In this office letter ✕ dt. 27/8/46 the chief Engineer for R&B was requested to issue instructions to the Sanitary Engineer to cancel the ~~contract~~ persons contract in respect of the drainage work ~~sanctioned~~ sanctioned in GO dt 17-1-44 and to call for fresh tenders

2) In the above circumstances, a draft letter is submitted to the chief Engineer calling for further information subject

Sd 22/2/46

3) May be approved

Revised 22/2/46

20/2 issued

23/2/46

To,

The C E for R&B

2 8884 dt 5/3/46.

calls for certain information

From the D C Nellore vide

No A3 C 3962/45 dt 25/4/46

furnishes certain information

3234/37

TYPING SECTION
25 FEB 1946
GEN & REV SECTT

Sd A
Asst
2/3

NOTE—Contn Sheet

Tanker Drainage 7662/4334/L

File No of 194 | General and Revenue Secretariat

Serial No

21) A draft D.O. Ref. pubs. to get the information already called for from the chief Engineer for R+B Ref. para. 20 supra subject

Mrs 4/5/46

22) Approved [illegible] 4/5/46

TYPING SECTION 10 MAY 1946

To,

The chief Engineer for R+B

L 12521 dt 11/5/46

calls for a report Secy A Mrs 17/5

from the D.C. Kanchipuram

Pubs/SIA3-c 3962/45 dt 15/5/46

Requests early action

23) Another d/o letter re. pubs. to the chief Engineer for R+B from whom the report is due

Mrs 28/6

24) Approved 28/6/46

To,

The chief Engineer for R+B

L 14701 dt 29-6-46

calls for a report as at

TYPING SECTION 28 JUNE 1946

Secy A Mrs 4/7

Tank Kere Drainage 281/L

From the chief Engineer for RAB
No 133 of 3/7/46
Forwards a report

25/ submitting with a draft letter to the D C Kandy Asst calling for further information
Mar 13/7/46 26/ Approved 17/7/46

[illegible] SECTION
15 [illegible] 1946
[illegible]

To,
The D C Kandy
L 905 of 18/7/46
calls for certain information

GA's Asst Mar 18/7

From The D C Kandy RA
No A3 c 39 62/45 of 23/7/46
Forwards a report

27/ Info go of 21-1-43, ~~19-4-44~~, sanction was accorded to the revised estimate for Rs 13,992/- for the executing of the drainage work at Fankere, the cost being met by the Govt & the Local to equal proportions

f/g W 28) Again in f/o of 17/1/44 same item was accorded to execute at a cost of Rs 16,139/- as for the lowest quotation received then, the excess cost viz Rs 2147 being met by the govt & the local bd as usual proportions

29) The report of the D-e Roads Dist Board received shows that the above work could not be executed for reasons stated therein at a cost of Rs 16,139 and that as per the lowest tender subsequently received the cost of the estimate for the work portion would be Rs 22,938/- as against the cost of the estimate Rs 15,805 as per the current scheduled rates, the difference being Rs 7133/-

30) It is stated that the proposal now received to execute the work at a cost of Rs 22,938/-

is in modification of the previous GO of 17/1/44 sanctioning the execution of the work in question at a cost of Rs 16,139/- It is also requested that the grant for a sum of Rs 1074/- sanctioned towards the excess cost involved as per GO of 17/1/44 has also been drawn & credited

3) The Chief Engineer for R&B who was consulted in the matter ~~has~~ is also informed of executing the above work at the rates now received namely at a cost of Rs 22,938/-

4) In the above circumstances, the difference between the ~~sanctioned estimate for Rs 13,992/=~~ lowest tender (Rs 22,938) and the sanctioned estimate (Rs 13,992) will be Rs 8,946 which has to be met by the govt & the local bodies in equal proportions the bodies have agreed to pay their share of the

1

281 J 835/L

Tarikere Drainage

The govt quota of the cost amounts to Rs 4,473 out of which a sum of Rs 1074 has already been paid and the amount still to be paid as govt grant would be Rs 3,399/-.

4 473
1 074 -
3,399

33) In view of the above ~~notes~~ facts, my orders are :—

A | 1) Sanction to the proposal to execute the drainage work at Tarikere at a cost of Rs 22,938/- as per the lowest tender received from M/s Krishna Iyer as against the sanctioned estimate for Rs 13,992/-, the difference being met by the govt & the local authority in equal proportions

B |

C | 2) Sanction to meet a sum of Rs 3,399 still to be given towards the govt quota of the excess cost out of the T D grant for the year 46-47

34) Submitted

Mra 21/6

Tankers &c.

35) This is a work, the execution of which has been long pending. The estimate has been revised more than three times for the work,

36) A, B &c supra may be approved

revised Rs. 21/8/46

37) This is a Municipality in the Malnad. It is a growing town and the need for increased civic amenities has been pressed on the attention of Govt, time & again

38) The proposals made above at A. B & C may be approved

(a) The revised Estimate for Rs 22,938/=, representing the Amount for which the Contractor is willing to execute the work, may be sanctioned

(b) The cost is to be borne by Govt & the Municipality

Drainage Scheme – Dunkerrin Sewerage

C 211/46-47
D 2/46/1557
2

re Equal Preferences

b) The Extra Costs on account of the Scheme shall be Certified & be met out of Town Improvements Grants provided in the State Budget for 1946-47

OFFICE OF THE MINISTER FOR REVENUE
No 1650
Date 4 9 46

Minister for Revs & Comm^s

4/9

DEANS OFFICE
6 SEP 1946
NO 1885

17) Attd

18) Is there no clause in the tender form or agreement form, providing a penalty for default without exacting the work promptly if there is, the Engr & penalty should be enforced in such cases

4/9

5/9/46

Dewan

19) Attd 1979. DWS

11/9

20) Dft for pl

11/9/46

21) A draft ltr as put up (As regards particulars noted at 'A' under para 18 a separate letter will be put up)

2/10

24) 1) Done
2) Remarks with copy letter

Given by the Telephone this on 7/8

Fd/11/46

835 √ 5462

835/L Tank Cum Drainage R

To,

The D C Kadur
The Controller
The C E for R&B
L 5055-7 dy 22-10-46
Sanction the proposal

23) A draft letter is submitted - Ref para 18 supra

MA 14/11

To,

The C E for R&B
The C E for D&M
L 7775-6 dy 25-11-46
calls for certain information

Secretary's MA 6/12

Letter No 5250 Dy 7-1-47 from the Chief Engineer for Roads & Buildings stating that there are certain conditions specified in the agreement forms used in the P W D & that the same forms is being used for the execution of Public Irrigation works, such as, Water supply & Drainage work in metres

26) Submitted for perusal

26-Receipt of a reply from the Chief Engineer for Irrigation will be awaited

21/1

26) P/ issue a reminder letter upon 24/1/47

5462 ✓6654/L
2

1) Submd with a draft reminder for appl
28/1

Issue
28/1 W

Issued No L/10483 Dt 25/1/47

25/1

From

The Chief Engineer for Irrigation

No 1680/5 Dt 11 2 47

Forwards a copy of the agreement form in Respect of contracts for execution of public works

2) It is seen that clauses 5-8 and 9 of the agreement provides for enforcement of penalty for default or failure to execute the works and for damp Bad or Shabby work

29) Subs with Reference to para 18 Supra

The papers may be recorded now no action is called for

Sen
25/1 W

B-26 2 47

G. R S App F G 3

GENERAL AND REVENUE SECRETARIAT

(1)

(*Continuation sheet draft form*)

2760

26 9 44

To,

The D P H

Sir,

In inviting reference to yr No L 7907-9/Mal 79-43-6 of 17-1-44 sanctioning the acceptance of quotation for Rs 16,139/- for the execution of the drainage work at Tankere, I am directed to request you to send within a week a report showing the progress so far made in the execution of the work in question.

I have the
hon-
I se my Lord

WD 03697—GPB—30 000—2 2 40

ML 746-45-1

No. 106-35/44-45
Tel

GOVERNMENT OF MYSORE
PUBLIC
DEPARTMENT OF HEALTH

6434

DR P PARTHASARATHY L M S B S C (Mad) L R C P & S (Edin)
D T M (Lond) D P H (Camb)
Director of Health

DR (MRS) I DEUSEN ROSENTHAL, M D (Munich), D P H (Duesseldorf)
PH MEI H (Berlin)
Organiser, Adviser and Inspecting Officer

BUREAU OF MATERNITY CHILD AND OTHER WELFARE WORKS
Vani Vilas Centre Vani Vilas Road,
Bangalore (S India), dated 28th March 1945

193

To — The Secretary to Government,
Law Department, Bangalore

SIR,

Sub Tarikere Drainage work

Adverting to Government Order No L 7207-9 dtd 79-43-6 dated 17th January 1944 approving the proposal of this office to start the above drainage work on the basis of the lower quotation, and to letter No L 2760 dated 26th September 1944 calling for a report showing the progress made in the execution of the work, I have the honour to state that the Sanitary Engineer with his No 880 dated 23-2-1945 submits the letter of the accepted tenderer Jagadeesh & Co, and states that the work was not taken up by the contractor ever though cement was made available so far back as April 1944 and that after the issue of several notices a letter as received from the tenderer praying for payment of rates for work on data basis The contractor was informed in reply by the Sanitary Engineer that nothing by way of rates would be paid Since then, it is reported that despite several notices there have been no attempts to commence the work and that the work done is worth Rs 60/-

The Sanitary Engineer further reports that the Assistant Engineer reported that there was no probability of getting any more work done by that man and hence a final notice was issued on 28-11-1944 in reply to which a letter dated 2-12-44 was received, a copy of which is enclosed

The Sanitary Engineer reports that as it is not possible to get the work done by the contractor, his contract will be cancelled and the entire file of papers will be forwarded to the Chief Engineer, Roads and Buildings for further needful action He further states that

in view of the abnormal rise in cost of materials etc , the contra- will be cancelled without imposing the penalty of forfeiture of earnest money

A copy of Sanitary Engineer's letter No 792 dated 31-1-1945 is enclosed for the information of Government

I have the honour to be,
Sir,
Your most obedient servant,

Director of Public Health

BSN

Copy of letter No 792 dated 31-1-1945 from the Sanitary Engineer

Re Tarikere Drainage work

I have the honour to state that Government in their Order No L 7207-9/41 79-43-6 dated 17-1-1944 sanctioned the proposal to start the above drainage work on the basis of lowest quotation received and in accordance therewith the work was entrusted to Messrs Jagadesh & co represented by Mr N L K Siddappa and the contract bond was also executed by them on 13th March 1944 The work was not taken up by the contractor even though cement was made available so far back as April 1944 Several notices were issued to him to start the work and on 26-1-44 a petition was received from the contractor stating that he is collecting materials at Tarikere and as the cost of labour and materials has risen considerably higher he should be compensated by the payment of rates for work done on data basis, In reply, he was informed that as the contract was in accordance with the rates tendered by him nothing by way of rates will be paid to him Since then, in spite of several notices there have been no attempts to commence the work in earnestness In all, he has done Rs 60/ worth of work and the Assistant Engineer reports that there is no probability of getting any more work done A final notice was also issued to him in this office No 1478 dated 28-11-1944 The reply received from him dated 2-12-1944 is enclosed for your kind perusal Since it will not be possible to get the work done by this man at the rate at which he has agreed to do, his contract will be cancelled and the entire file of papers will be forwarded to the Chief Engineer, Roads, and buildings as per your letter No c 37-8 dated 29-1-1945 As regards his earnest money, I suggest that in view of the abnormal and unexpected rise in cost of materials and labour and the non-availability of labour in out of the way places, it is difficult for the contractors to work at the old rates In these circumstances the contract will be cancelled without penalty

---

Letter No T 58 dated 2-12-1944 from Jagadeesh & Co, Hassan

Received your letter No 1478 or 1st December 1944 and knowted the contents

I am astanished to see the letter On 21-6-1944 I had requested the Assistant Engineer No 3 Sanitary Subdivision to recommend you to give me enhanced rates owing to the enarmous increase of rates in cost of the

Materials, conveyance and labour

There is about one year and add difference between the tendered date and accepted date I agreed to take up this work, thinking that I would be given an enhanced rates owing to the increase of rates etc like P W D who are giving 75% to 100% extra

I am not keeping quite but collecting materials inanticipating of getting higher enhanced rates, considering the present circumstances

As I have not received any definte information from you for the above, I have stopped the work, after completing, the removing the covering slabs over the existing P drain dressing and refixing to alignment

So I request you to kindly give me an enhanced rate working out the data after hearing from you, the work will be taken up

I hope that my request will be fulfilled

Thanking you in anticipation

"Copies"

C. Sivasamy

Director of Public Health

L 1347 5 ML 76-45-2

G R S App F G 3

GENERAL AND REVENUE SECRETARIAT

(*Continuation sheet draft form*)

To

The C E for R & B

Sir,

I am directed to write reference to your ~~memo~~ note No 447/20/22-6-45 dated re The Tamluk Drainage scheme and to state that ~~in~~ instructions may be issued to the Sanitary Engineer immediately to cancel the contract of the present contractor after recording the final measurements of the work done by him and to call for fresh tenders in this behalf as suggested by you in the note under reference

I have etc
for
Addl Secy

Memo L-1348-50 27/8/45

Copy of the above is forwarded

WD 03697—CPB—30 000—2 2 46

With compliments to

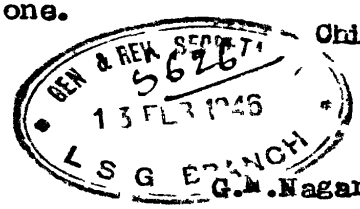
1) The D P H for information with reference to her letter NY e 106-35 dated 9-4-45

2) The Secretary ✓

3) The Comptroller ✓

By
[illegible]

No.A3-C.3962-248/45-46. Office of the Deputy Commissioner,
Enc. one. Kadur District,
Chickmagalur, dated the 4th February 1946.



From

G.M.Nagaraja Rao, Esquire., M.Sc.,

Deputy Commissioner,
Kadur District.

To

J.B. Mallaradhya, Esquire., M.A.,

Secretary to Government,
Revenue Department,
Bangalore.

Sir,

Regarding construction of drains at Tarikere.

Adverting to Government order No.L.7207-9/M1.79-43-6 dated 17-1-1944 according approval to the proposal of the Director of Public Health to start the drainage work onthe basis of the lower quotation received for Rs.16139 and directing that the work should be got executed expeditiously, I have the honour to state that the work having been since transferred to the Public Works Department for execution, tenders were again called for fixing the last date as 7-1-1946. It is stated by the Executive Engineer, Kadur Division, that only two tenders were received of which the tender of Mr.M. Krishna Iyer is the lowest and the cost of estimate for work portion only would be Rs.22938. The cost of the estimate as per the current schedule of rates is stated to be Rs.15805 and the difference between the lower tender and the estimate is Rs.7133 which works out to an increase of 45-1% over the current schedule of rates. A comparative statement showing the difference between the rates of the estimate and that of the tender in respect of the above work is enclosed for favour of reference.

13,992
2,147
16,139

2. In this connection, I am opinion, that the underground drainage is preferable instead of surface drainage, and may be ordered to be taken up early. On receipt of orders in the matter, further action will be taken to

22,938
13,992
8946

taken to consult the Municipality regarding the payment of excess cost.

I have the honour to be
Sir,
Your most obedient servant,

For Deputy Commissioner,
Kadur District.
(Absent from Headquarters)

H.P.R.2.

Appendix F G —1]

SUBJECT

Diary No of letter replied to

General and Revenue Secretriat

( )

the 194

Date of issue 5' 3-46

Signed by Mr G R Rao

45 27

List of enclosures

Copied by

46 27

Examined by

Section

File No

Serial No

No 8884

To.

The Chief Engineer for Rds.

Sir,

In inviting reference to this office letter No 21347 d 27/8/45 directing that the contract of the premises contractor in respect of the drainage work at Tanksee may be cancelled & that fresh tenders be called for therefor, I am directed to forward herewith a copy of letter no A3 c 3862-248/45 d 4-2-46 received from the D C Kanjeevaram

WD 0874-GPB—25 000— 0-11-45

the matter and to enquire whether
the lowest tender of one M/s M
Krishna Iyer for 22,938/-
as against Rs 15,805/- the cost
of the estimate as per the Scheduled
current rates, as referred to therein,
may be accepted.

It may also kindly state
whether the underground drainage
scheme may not be taken up
once for all instead of the surface
drainage work, as opined by the D.C.
Kanara at in para 2 of the said letter

Thanking etc

Yours 23/2/

from Mysore

No A3.C.3962/45-46. OFFICE OF THE DEPUTY COMMISSIONER,
KADUR DISTRICT

Enc. one

Dated Chikmagalur, 25th Apr. 1946

FROM

G N Nagaraja Rao, Esq, M sc,
Deputy Commissioner,
Kadur District

To

J.B.MALLARADHYA, Esq., M.A.,
Secretary to Government of Mysore,
Revenue Department, Bangalore.

SIR,

Re.- Drainage works at Tarikere Town.

In continuation of this office letter of even No. dated 5th February 1946 recommending that under-ground drainage may be taken up at Tarikere instead of the surface drainage, I have the honour to state that the Tarikere Town Municipal Council have resolved on 12th April 1946 that surface drainage works may be taken up and that their quota of the excess cost may be met out of Municipal Funds. The President, has requested to sanction half the excess cost as a grant.

In enclosing herein, a copy of the resolution, of the Municipal Council, I request the favour of early orders of Government in the matter.

I have the honour to be,
Sir,
Your most obedient servant,

Deputy Commissioner,
Kadur District.

Tss

Proceedings of the ordinary General Meeting of the Town Municipal Council. — Tarikere held on 12.4.46 Friday at 12 Noon in the Town Municipal office

213 Chairman - D H Haralappa Esq. Tarikere

ಇದೇ ಟೆಂಡರ್ನಲ್ಲಿ ಬಂದಿರುವ ಕ್ಲೈಕನೇಜು ಕೆಲಸವನ್ನು ಅಂದು ಮಂಜೂರು ಮಾಡಿದ ತಂತ್ರಾಂಶವು ಮೂರು ಡಾಲರ್ ಪ್ರೀಮಿಯಂ ಸಹಿತ ಟೆಂಡರುದಾರನಿಗೆ ಒಪ್ಪಿಸಲಾಗಿದ್ದು ಅದರಲ್ಲಿ ರೂ 7133/- ರೂ ಮೊತ್ತವನ್ನು ಡಿಪಾಸಿಟ್ ಮಾಡಿಸಲು ಬೇಕಾಗಿರುವುದರಿಂದ ಈ ಮೊತ್ತವನ್ನು ಪಾಲಿಕೆಯಿಂದ ಎರವು ಮಂಜೂರು ಮಾಡಿಸಲು ಕೋರಿ ಅರ್ಜಿ ಸಲ್ಲಿಸಿದ್ದು ಅದರಂತೆ ಪಾಲಿಕೆಯ ಸಾಮಾನ್ಯ ಸಭೆಯಲ್ಲಿ ಈ ಮೊತ್ತವನ್ನು ಎರವು ಮಂಜೂರು ಮಾಡಲು ನಿರ್ಣಯಿಸಿದ್ದು ಅದರಂತೆ ಈ ಮೊತ್ತವನ್ನು ಎರವು ಮಂಜೂರು ಮಾಡಿಸಲು ಕೋರಿ ಅರ್ಜಿ ಸಲ್ಲಿಸಿರುವುದರಿಂದ ಸದರಿ ಮೊತ್ತವನ್ನು ಎರವು ಮಂಜೂರು ಮಾಡಿಸಲು ಕೋರಿದೆ. Exe Engrs No 1967/1 Date 10.3.46 —

ಮೊತ್ತವನ್ನು ಎರವು ಮಂಜೂರು ಮಾಡಿಸಲು ಕೋರಿದೆ. —

True Copy

(Sd) D. H. Haralappa
12/4/46 Chairman

Appendix F G—1]

SUBJECT

Diary No of letter replied to

General and Revenue Secretariat

( )

the 194

Date of issue 11-5-46

Signed by

List of enclosures

Copied by

Examined by

Section

File No

Serial No

No L 12521

To

Dear Sir,

I am desired to request you to expedite the submission of the report called for in this office letter No L 8884 dt 5/3/46 re the acceptance of tenders for the execution of the drainage work at Tandlam

Yours faithfully,

9/5/46

for chief engineer

(by name)

R4/3

WD 0874—GPB—25 000—20 11 4

Office of the Chief Engineer for
Roads and Buildings in Mysore,
Bangalore, Dated, the 15 May 1946

GEN & REV SECRETARIAT
8206
20 MAY 1946
L S G BRANCH

To

The Secretary to Government,
Revenue Department,
Bangalore

Re - Drainage of Tarikere Town

Sir,

With reference to your D O Letter No L 12521 dated the 11th May 1946, regarding the tender for the drainage of Tarikere Town, I have the honour to state that the report in the matter, called for from the Sanitary Engineer has not yet been received and he has been reminded, to submit the same, at a very early date

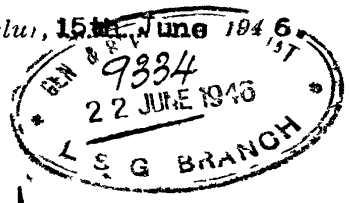
I have the honour to be,
S i r,
Your most obedient servant,

Chief Engineer for Roads
and Buildings

No A3.C.3962/45-46. OFFICE OF THE DEPUTY COMMISSIONER,
KADUR DISTRICT

Enc

Dated Chikmagalur, 15th June 1946.



FROM

G N Nagaraja Rao, Esq, M sc,
Deputy Commissioner,
Kadur District

To

J.B.Mallaradhya,Esq., M.A.,
Revenue Secretary
to the Government of Mysore.,Bangalore.

SIR,

Re.- Drainage Works at Tarikere.-

In continuation of this Office letter of even number dated 25th April 1946, on the above subject, I have the honour to state that it is reported that the drainage work has been stopped and that the sullage of the drain stagnates near certain dwelling houses and thereby the health of the residents nearby is affected. The Tarikere Municipal Council feels that the construction of the main drain should be proceeded with, to avoid the nuisance and it has agreed to bear the extra cost.

necessary

Necessary provision has been made in the budget of the Municipality for the year 1946-47.

As the work is of an urgent nature, I request that the same may be kindly ordered to be taken up early. Sanction of Govemment may also be kindly obtained for a grant of Rs.3,567/-, being half the cost of the extra expenses.

I have the honour to be,
Sir,
Your most obedient servant,

Deputy Commissioner,
Kadur District.

I.MB/2.

G R S App F G 3

GENERAL AND REVENUE SECRETARIAT

(*Continuation sheet draft form*)

WD 03697—GPB—30,000—2 2 40

To, L/4701/W/E 9/9-6/46

the chief engineer

for R+B

Sir,

I am directed to invite reference to your ~~this office~~ letter No 9789 Q 15/5/46 re the drainage scheme at Tarlton and to request you to submit, without any further delay the report promised therein

A copy of letter No. A3 c 3962/45 of 15/6/46 has been received from the D.C. Kadra Dist showing the urgency for taking up the drainage work at Tarlton is also sent herewith for information & immediate action

I have the
honour
to be
Sir
Your
obedient
servant

2905 & 187 46

G R S App F G 3

GENERAL AND REVENUE SECRETARIAT

(*Continuation sheet draft form*)

Dear Sir,
I am desired to write
with reference
to the correspondence ending
with letter No. A3 c-
3962/45-4-6 & 25-4-46-
re the execution of
Drainage work at
Tandem at a cost
of Rs. 29,938/-, I am
and desired to request
you to intimate
if the acceptance of the
tender of M. M Krishna
Oyer for this work, as
reported in your letter
of 4-2-46, will not
be in modification
of GO No 2 7207-9/Irl
7-9-43-6 & 17-1-1944
sanctioning the
acceptance of the
lowest quotation

+ R.

WD 03697—GPB—30 000—2 2 40

for Rs 16,139/- for the work
and whether the full grant given
viz Rs 1074, as referred ~~to~~ to
in the said GO is not available for the purp
and if so, ~~whether it is~~ what
would be the full share of the ~~cost~~ excess to be paid
~~shall be given towards~~ ~~the excess cost now incurred viz Rs 7133/-~~ if the estimate
for Rs 22,93
is sanctio
if the estimate for Rs 22,938/-
is sanctioned

17/7/61

To,

The D.C Kannur (by name)

Office of the Chief Engineer
Roads and Buildings in Mysore
Bangalore, Dated, the 3 July 1946

To

The Secretary to Government,
Revenue Department,
Bangalore

281
9 JULY 1946

Re - Drainage of Tarikere Town

Sir,

With reference to correspondence ending with your letter No 14701 dated 29th June 1946 on the above subject, I have the honour to state that the lowest tender of Mr M Krishna Iyer for Rs 22,938/- against the estimated cost of Rs 15,805/- involving an excess of Rs7,133/- may be accepted

As regards the feasibility of providing an underground drainage scheme to the town, I may state that an underground drainage system will work efficiently only if there is profuse supply of water Tarikere town has a population of 10,000 and the water supply to the town is from a borewell The supply from which is very meagre and is working out at about 2 gallons only per head per day The water supply has, therefore, to be increased to at least 20 gallons per head per day before an underground drainage scheme can be thought of The cost of the improvement of water supply will roughly be Rs 2,00,000/- and the rough cost of an underground drainage scheme will be Rs 3,00,000/- thus the total cost will be nearly Rs 5 lakhs

In view of the above facts, I am of opinion that a surface drainage scheme is better suited to Tarikere town than an underground drainage scheme

I have the honour to be,
Sir,
Your most obedient servant,

Chief Engineer for Roads
and Buildings

NG 2/7

Ml 50-46-10

No A3-C 3962/45-46

OFFICE OF THE DEPUTY COMMISSIONER,
KADUR DISTRICT

Enc --

Dated Chikmagalur 22nd July 1946

FROM

G N Nagaraja Rao, Esq., M sc.,
Deputy Commissioner,
Kadur District

REV & REV SECRETARIAT 835 30 JULY 1946 L S G BRANCH

To

J B Mallaradhya, Esquire, M A,
Secretary to Government,
Revenue Department,
Bangalore

SIR

Regarding Exectuion of drainage works at Tarikere

With reference to your letter No L 905 dated 18th July 1946 calling for information on the above subject, I have the honour to state that the acceptance of the tender of Mr M Krishna Iyer for Rs 22938/- will be in modification of Government Order No L 7207-91/M1 79-43-6 dated 17th January 1944 The Government grant of Rs 1074/- has been drawn and credited to the Public Works Department Funds long back and this amount is

is available for the purpose The total excess cost is Rs 6799/- and the Government share will be = Rs 3399-8-0. The Tarikere Town Municipal Council has agreed to bear its quota of the excess cost and the resolution passed in this behalf has been sent to you on 25th April 1946

I request the favour of early orders of Government in the matter

I have the honour to be
Sir,
Your most obedient servant,

for Deputy Commissioner,
Kadur District
(Absent from Headquarters)

HPR

G R S App F VI—G 2]

SUBJECT

5 cdfis

Diary No of letter replied to

General and Revenue Secretariat

( )

the *194*

Section ML

File No 50-46

Serial No 11

Proceedings of the Government of His Highness the Maharaja of Mysore

Date of issue 22 10 1946

Signed by MMyRR

Read— go No L 7158-61 / ML 87-41-26 dt 21-1-1943 sanctioning a revised estimate for Rs 13,992/- for the Drainage scheme in the Tarikere Town mlg

2) go No 27207-9/ ML 79-43-6 dt 17/1/44 Order thereon ~~No.~~ Sanctioning the execution of the work referred to in the go read above at a cost of Rs 16,139, the excess cost of Rs 2147/- involved thereby met by the prop & the Tarikere Town mlg cl

May this be—

(i) printed ?

(ii) treated as a standing order ?

(iii) published in the Gazette English Part ? fly W

(iv) translated ?

(v) placed at the disposal of the press ?

(vi) published in the Gazette Kannada Part ?

in equal proportions

3) Correspondence ending with this letter
No A3 c 3962/45-46 dt 23-7-46
from the D c Kashmir
requesting Sanction to execute
the drainage work accept the
lowest tender of messrs M Krishna
Iyer for Rs 22,938/- for the work
portion of the above work as against
the estimated cost of Rs 15,805/-, as
per the current schedule of rates

4) Correspondence ending with letter
No 133 dt 3/7/46 from the chief Engineer
for R+B in the matter
Order No L5055-7 D1

~~List of Enclosures~~

~~xx~~ In view of the circumstances stated,
~~Sanction~~ In modification of GO dt 17/1/44,
Sanction is accorded to accept the
tender of M Krishna Iyer for the
execution of the Drainage scheme
at Tanikkam.

Copied by

The excess cost involved Viz Rs 8,946/-

Examined by

(Rs 22,938/- the cost of the lowest tender Rs 13,992/- the cost of the Nagpur estimate) will be met by the Govt of the Tamkere Town mal ch. on equal proportions towards the Govt share of the excess cost viz Rs 4,473/-,

As the Govt grant of Rs 1074/- sanctioned on the second of the spread above for this work has already been drawn & credited, the balance of Rs 3,399/- still required to make up the Govt grant towards the excess cost will be met out of the T I grants for the year 46-47 ~~towards the Govt share of the excess cost~~

The D C is requested to arrange for the municipal share of the cost being placed at the disposal of the Sanitary Engineer at an early date before work started above Mehrsk should be completed expeditiously

The chief Engineer is requested to execute the work in

J Rowsey

The D C (London address)
The comptroller
The chief Engineer
for R&B

G R S App F G 3

GFNERAL AND REVENUE SECRETARIAT

(*Continuation sheet draft form*)

No. L 7775-6 dt 25-11-46

To,

The C.E for R+B.

The C E for Irrigation

Sir,

I am directed to state for your information if there is any clause in the tender form or agreement form submitted by the contractors for the execution of public improvement works such water supply and drainage in the several cities of the state, prescribing a penalty for default or for not executing the work promptly. If there is any such provision I am to state that the

WD 0565—GPB—22 500—8 11 38

penalty should be enforced in
such cases [illegible] according to the
tender form or agreement in any above instance

Thanks
for
letter
Sincerely

C F No 45]

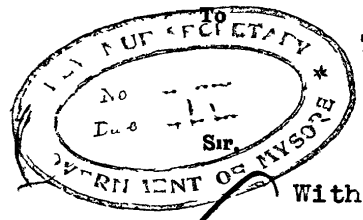
GOVERNMENT OF MYSORE

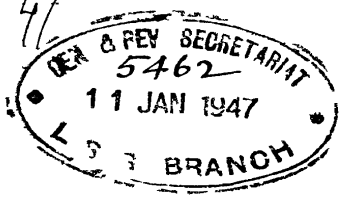
Tele gram / phone

No 5220
Encls 2

OFFICE OF
The Chief Engineer for Roads and
Buildings in Mysore, Bangalore.

Date 7-1-47





To
The Secretary to Government,
Revenue Department,- BANGALORE.

Sir,

With reference to your letter No L 7775-6 dated 25-11-1946, enquiring if there is any clause in the tender form or agreement form of contractors for the execution of public improverent works such as water supply and drainage works in the several Municipalities of the State prescribing the penalty for default or for not executing the work promptly, I have the honour to state that the P.W D Agreement Form No 104 (a) is being used in respect of the above works, wherein the clauses 17 and 24 read that the Executive Engineer is empowered to cancel the contract and debar the contractors from all claims to the guarantee fund in the hands of the Executive Engineer and also to fine the contractors in cases of unnecessary delay in the execution of works

A stipulation is also made in the tender notification that the contractors should show the stipulated progress from the very commencement of the work, failing which they would be liable to be fined and to forfeit, their earnest monies and finally for the cancellation of the contract without further notice

A copy of each of the tender form and the agreement form are enclosed for information as desired

I have the honour to be,
S i r,
Your most obedient servant,

Chief Engineer for Roads
and Buildings

NG

REAU OF SANITARY ENGINEERING BANGALORE

Notification dated 19th June 1946

on 5/8/46 Sealed tenders will be received at the Office of the Sanitary Engineer Bureau of Sanitary Engineering Bangalore up to 3 P M on ~~8th July 1946~~ 9th for work of construction of pump house constructing a Sump Tank of 2 500 gallons capacity and labour portion of laying rising main etc in connection with first stage water supply scheme to Turuvanur Village Chitaldrug District at an estimated cost of Rs 4 541

2 The work is to be completed by October 1946 and the monthly progress should not be less than Rs 2 000

3 Tenders in the prescribed form obtainable on payment of annas four per form the Office of the Sanitary Engineer, Bangalore should be addressed to the Sanitary Engineer, Bureau of Sanitary Engineering Bangalore in a sealed cover and superscribed as Tender for construction of pump house constructing a Sump Tank of 2 500 gallons capacity and labour portion of laying rising main etc in connection with first stage water supply scheme to Turuvanur Village Chitaldrug District The name of the tenderer should also be superscribed on the top of the cover

4 Tenders should be quoted on percentage basis instead of quoting rates for individual items

5 Items not provided in the estimate will be calculated as per schedule rates or as per data worked out during the execution of the work subject to the same deduction of percentage as is agreed to by the contractor in his tender

6 Each tender must be accompanied by a duplicate chellan for having credited into the Treasury the deposit amount of Rs 225 under 17 (*a*) P W Deposits or Mysore Government Bonds duly endorsed at face value or market value whichever is less as earnest money

7 The stipulated progress must be shown from the very commencement failing which the contractor is liable to be fined forfeit his earnest money and finally have his contract cancelled without further notice

Abstract of approximate quantities for the construction of Pump House constructing Sump Tank of 2 500 gallons capacity and labour portion of laying rising main in connection with first stage water supply scheme to Turuvanur Village Chitaldrug District

Sl No	Items of works	Unit	Rate Rs a p	Quantity
	I Constructing Pump House —			
1	Earthwork excavation in all soils for foundation	C yds	0 8 0	33
2	Concrete (1 6) for foundation	C ft	0 8 0	235
	( ) Cement concrete 1 2½ 5 basement		1 0 0	37
3	Size stone in mortar for foundation		0 8 0	634
4	Burnt brick in ordinary chunam mortar		0 8 0	788
5	Cement pointing to basement	Sqr	4 0 0	1—61
6	Chunam plastering for the walls		7 0 0	14 40
7	White washing specified over the chunam plastering		0 6 0	14 40
8	Cement concrete flooring 1½ over bed of 3 burnt stone jelly concrete bed and plastering with cement etc complete		25 0 0	3 00
9	Teak wood wrought and put up and complete	C ft	20 0 0	28 1
10	Providing and fixing window doors 3½ × 4½ frame with battened shutters 1½ thick with iron fittings etc complete with coloting	S ft	4 0 0	26
11	Do windows with 1 iron bars with bolts and nuts etc complete specified		5 0 0	94½
12	Do corrugated cement and wire bead to sheet with bolts and nuts etc complete including putty of teakwood of ×	Sq	100 0 0	5 83
13	Providing and fixing asbestos Ridge piece with bolt and nuts complete	R ft	3 0 0	69
14	Do 6 burnt steel bifurcated pipes with neline dressed	S ft	0 0 0	16½
15	Do Teak wood board pin 9 wide of thick with paint alround complete	R ft	1 8 0	91
16	Do T kfrme as per design	No	2 0 0	2
17	Do Teak wood pendants as per design		1 0 0	4
18	Cement pointing to basement	Sq	5 0 0	2 00
19	Painting with lw green 2 coats	S ft	8 0 0	10
	II Construction of Sump Pit or Tank of 2 500 gallons capacity			
1	Earthexcavation in soils	C yl	0 8 0	46
2	Combination of mortar concrete (1 6) for leads	C ft	0 8 0	210
3	Burnt brick in comb nation mortar (1 6)		0 8 0	323
4	Cement plaster ½ thick 1 3	Sqr	10 0 0	3—05
5	R C C roofing 4 with no expansory reinfo cement complete with cement plasteri etc as per specific tion with 1½ cement concrete on top with usual lope over Sump Tank		150 0 0	1—26
6	Providing and fixing a manhole cover and frame (hinged) first and second with R C C covering	No	60 0 0	1
7	Do grwladder of 8 f ngle gwand G I pipe f ot r sts		72 0 0	1
8	Flooring the bed with 1½ cement concret	Sqr	25 0 0	0 80
	III Labour portion of laying 3 C I Rising Main			
1	Earthwork excvation for laying 3 C I pipes	C yd	0 6 0	16½
2	3 C I l dj nt	No	6 0 0	9 0
3	Con tru ti n f valve ci t n s per type design		36 0 0	1

112—s e 20

K S VENKATARAMANAN *Sany Engr*

P W Form 104 A]

MYSORE PUBLIC WORKS DEPARTMENT

Schedule Contract

Entered into between

and

Executive Engineer Division

on behalf of the Government of Mysore

I (here put in name, father s name, address, etc),

inhabitant of

in the State of Mysore, do hereby undertake to execute such works and supply such stores as are enumerated and described in the attached specification at the rates for each item entered in the schedule thereto appended, such works and stores being on account of the

situated in the taluk of

subject to the conditions printed at back, also to complete and hand over the same in a satisfactory and workmanlike manner to the Executive Engineer or his authorised representative on or before the day of one thousand nine hundred and

Signed, sealed and delivered by the said

this day of

one thousand nine hundred and in the presence of

1

2

Executive Engineer,

Division *Contractor*

CONDITIONS OF A SCHEDULE CONTRACT

For

1 A bill will be prepared by the Sub Division Officer or the Executive Engineer at least once every month for all work executed or stores supplied up-to date, in accordance with the terms of the specification, after taking the requisite measures for having the same tested, and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the preparation of the bill

2 No work or stores will be paid for unless throughly good and fully in accord ance with the specification, and should, through inadvartence, bad work or stores be passed and paid for, it will nevertheless be perfectly competent for the Executive Engineer to strike the same out of the account at any future time and recover the value at any date previous to, or at the time of, granting the final certificate

3 The bill above alluded to will be prepared in exact accordance with the form prescribed id the department, and the rates at which the value of the work or stores are calculated will be those tendered for and accepted

4 The contractor agrees not to petition for revision of rates tendered for by him under any circumstances at any stage of the work, either during execution or when the final claims are settled

5 In order that there may be a guarantee fund in the hands of Government, a deduction of five per cent from all payments to the con tractor is to be made by the Executive Engineer at the time of payment The Executive Engineer is fully em powered to devote all or such portion, as may be requisite, of the guarantee fund, to making good, bad or indifferent work on the part of the contractor in such manner as he may think desirable

Not applicable to the supply of stores

6 Similarly, should overpayments have been inadvertently made on the faith of the contractor s bill, although checked by the Executive Engineer or his authorised representative, it will be competent for the Executive Engineer to recover the same from the contractor either by deducting the amount from any account sebsequently rendered or from the gurantee fund

7 The contractor is bound to adopt any alteration or addition to the original design which the Executive Engineer may direct *in writing*, and execute the same at the same rates as the other portions of the work He must also at once undo and make good any work which may be pronounced bad or not in accordance with the specification

Not applicable to the upply of stores

8 Failing within ten days, to conform to the instruction of the Executive Engi neer in either of the above cases, that officer has power to get the work executed by any agency he may consider desirable at the risk and cost of the contractor, using, if necessary, any plant or materials which may have been collected at site, and paying for the same at his own valuation

Not applicable to the supply of stores

9 Should the Executive Engineer consider that work, although not executed in strict accordance with the specification, may be allowed to stand, he is empowered to pay for the same at such reduced rates as he may fix, and similarly in the case of inferior stores supplied, which though not of the quality required by the specification may yet be passed, he is also empowered to pay for the same at such reduced rates as he may consider equitable This proceeding is, however, quite optional on the part of the Executive Engineer

10 The contractor is bound to provide all requisite plant and thoroughly intelligent agency for the execution of the work, failing which the Executive Engineer is empowered to supply such machinery or agency (either superintendence, skilled or unskilled labour), as he may consider desirable at the cost of the contractor, removing such as the Executive Engineer may, object to

Not applicable to the supply of stores

11 Advances may be made to the contractor to the extent of eighty per cent of the value of all materials (as assessed by the Executive Engineer) deposited at site and mortgaged to Government, the amount of all such advances being adjusted or recovered as the materials are utilised, or from the bill for completed work subsequently submitted The contractor shall be responsible for the safe custody of all materials on account of which he may have received advance, and of all other materials that may be given to his charge

Not applicable to the supply of stores

12 All rejected materials will at once be removed from site by the contractor to such distances as may be desired, failing which the executive Engineer is empowered, after giving ten days notice, in writing, to do so himself and to recover the cost of the same from the contractor

13 In cases where it has been stipulated that materials will be supplied by the department, the contractor shall accept such materials as cement girders, etc, at such rates as the articles may cost Government, and in the case of such articles the contractor will be entitled to get only the fixing and construction charges

14 The contractor shall be liable to pay all royalties chargeable on Government materials required for the work

15 No unsightly pits, refuse stores or other disfigurements will be allowed to remain in the neighbourhood of any completed work, and should the contractor not comply with the instructions of the Executive Engineer to rectify such defects, that officer may, after ten days notice, in writing, take such measures for their remedy as he may consider desirable, charging the cost of the same to the contractor

Not applicable to the supply of stores

16 The contractor is bound to conform to all the legitimate instructions of the Executive Engineer in respect of the above conditions or such other matters as may affect the safety of the work, failing which that officer is empowered, after giving ten days' notice, in writing, to take the work entirely into his own hands declaring the contract cancelled, and employing, if necessary, any materials or plant belonging to the contractor which he may consider requisite, paying for the same at his own valuation

17 The Executive Engineer is similarly empowered to annul the contract, should be consider that there has been unnecessary delay on the part of the contractor in attending to or carrying out the instructions relative to the prosecution of the work or in the supply of stores The cancellation of the contract will debar the contractor from all claims to the guarantee fund in the hands of the Executive Engineer Also, when the contract is cancelled, there shall be no claim whatever regarding damages, etc, against Government

18 No portion of the guarantee fund can be demanded by the contractor till such time as the Executive Engineer grants a certificate of completion of the terms of his contract

19 When two or more persons combine to take up a contract, it will be absolutely necessary for them to appoint some one person (either partner or otherwise) to be their accredited agent, and to give him powers of attorney to receive payments on account of the work contracted for and to grant receipts, such power of attorney being lodged in the hands of the Executive Engineer In the event of one or more of the partners in the contract wishing to withdraw this power of attorney and to transfer it to some other person, he or they must give one month's warning of this, in writing to the Executive Engineer, who may on the receipt of such warning, consider himself at a liberty at any time within the month to declare the original contract null and void precisely under the same conditions as for non fulfilment of work, etc and thereupon, *i e*, after giving ten days notice, in writing, himself take over the work and materials on benalf of Government and make such arrangements for its progress as above provided in para 8 of these conditions

20 The final adjustment must invariably be preceded by a thorough re measurement of the whole of the work performed, which will be made by the Executive Engineer or his authorised representative and at which the contractor or his accredited agent must be present For this purpose, a written notice will be sent

to him at least ten days before the date fixed for the measurement, appointing the day, hour and place of meeting Should he not attend to this the measurements will proceed without him and he will be precluded from making any protest

21 The contractor will furnish free of charge all labour and tools required for such examinations and setting out of the work as the Executive Engineer at any time considers desirable, failing which he may have this done at the contractor s cost deducting the charges incurred from his bill

22 When a dispute arises between the Executive Engineer and contractor as to either quantity or quality of any work performed involving a larger sum than Rs 500, the matter will, at the requisition of the latter, be referred to the Chief Engineer, who shall be empowered to appoint an officer to measure and examine the work in the presence of the contractor, due notice as in paragraph 20 will be given to the contractor, regarding the time and place of making these measurements, etc and should he not be present or be represented by duly accredited agent, the Chief Engineer may consider himself authorised to decide the case finally on the report furnished to him by the departmental officer deputed as above, any objections to the measurements taken etc, must, moreover, be stated, to the deputed officer at the time and a copy of the same, in writing, forwarded to him for submission with his report to the Chief Engineer at the latest within twenty four hours The decision of the Chief Engineer on such reference shall be final and binding on the contractor and the Executive Engineer

Not applicable to the supply of stores

23 Paras 5, 7, 8, 10, 11, and 15 are not to be considered as applicable in a contract for the supply of stores of any kind

24 The value of work turned out or materials collected by the contractor, or both in any one month shall not be less than Rs ( ) and the contractor shall be liable to a fine of five per cent on the difference between what is agreed upon and what has actually been worked out to the end of any month The fine is to be calculated and levied from month to month, or at any period at the discretion of the

25 The rate of monthly progress shall be reckoned from

Executive Engineer,
Division

Contractor

WD 01515—GPB—1 500—15 12 42

Appendix F G —1]

SUBJECT

Diary No of letter replied to

General and Revenue Secretariat

( )

the 194

Date of issue 25/1/47

Signed by M J Rao

List of enclosures

Copied by

Examined by

Section

File No

Serial No

No ~~Notification~~ L. 10483

To

To The Chief Engineer for Irrigation

Sir,

I am directed to invite reference to this office letter no L 2775-6 Dy 25-11-46 enquiring if there is any clause in the tender form or agreement form submitted by the contractors for the execution of Public improvement works such as water supply & drainage in the several metres of the State, prescribing a penalty for default or for not executing the work promptly and to request that the information called for therein may be sent expedited

I have etc

for

for secy to Govt

Rev Dept

WD 02 4 —GPB—2 000 4 6 46

Immediate

No 1680/S

OFFICE OF THE CHIEF ENGINEER FOR IRRIGATION BANGALORE

16804

11/2/1947

To

The Secretary to Government,
Revenue Department, Bangalore

Sir,

SCHEDULE CONTRACT

With reference to your letter No L 10483 dated 25-1-1947, regarding the above, I have the honour to forward herewith, a copy of the agreement form and to state that penalty is being enforced as per Clauses 5, 8 and 9 of the agreement, when the contractors do not execute the works satisfactorily and promptly

I have the honour to be,
Sir,
Your most obedient servant,

Chief Engineer for Irrigation
10/2/47

KKM/10th

P W FORM 104 A]

MYSORE PUBLIC WORKS DEPARTMENT

Schedule Contract

Entered into between

and

Executive Engineer Division

on behalf of the Government of Mysore

I (here put in name, father's name, address, etc),

inhabitant of

in the State of Mysore, do hereby undertake to execute such works and supply such stores as are enumerated and described in the attached specification at the rates for each item entered in the schedule thereto appended, such works and stores being on account of the

situated in the taluk of

and

subject to the conditions printed at back, also to complete and hand over the same in a satisfactory and workmanlike manner to the Executive Engineer or his authorised representative on or before the day of one thousand nine hundred and

Signed sealed and delivered by the said

this day of

one thousand nine hundred and in the presence of

1

2

Executive Engineer,

Division *Contractor*

CONDITIONS OF A SCHEDULE CONTRACT

For

1 A bill will be prepared by the Sub Division Officer or the Executive Engineer at least once every month for all work executed or stores supplied up to date in accordance with the terms of the specification after taking the requisite measures for having the same tested and the claim as far as admissible adjusted if possible before the expiry of ten days from the preparation of the bill

2 No work or stores will be paid for unless thoroughly good and fully in accordance with the specification and should through inadvertence bad work or stores be passed and paid for it will nevertheless be perfectly competent for the Executive Engineer to strike the same out of the account at any future time and recover the value at any date previous to or at the time of granting the final certificate

3 The bill above alluded to will be prepared in exact accordance with the form prescribed in the department and the rates at which the value of the work or stores are calculated will be those tendered for and accepted

4 The contractor agrees not to petition for revision of rates tendered for by him under any circumstances at any stage of the work either during execution or when the final claims are settled

*5 In order that there may be a guarantee fund in the hands of Government a deduction of five per cent from all payments to the contractor is to be made by the Executive Engineer at the time of payment The Executive Engineer is fully empowered to devote all or such portion as may be requisite of the guarantee fund to making good bad or indifferent work on the part of the contractor in such manner as he may think desirable

6 Similarly should overpayments have been inadvertently made on the faith of the contractor's bill although checked by the Executive Engineer or his authorised representative it will be competent for the Executive Engineer to recover the same from the contractor either by deducting the amount from any account subsequently rendered or from the guarantee fund

*7 The contractor is bound to adopt any alteration or addition to the original design which the Executive Engineer may direct **in writing** and execute the same at the same rates as the other portions of the work He must also at once undo and make good any work which may be pronounced bad or not in accordance with the specification

*8 Failing within ten days to conform to the instruction of the Executive Engineer in either of the above cases that officer has power to get the work executed by any agency he may consider desirable at the risk and cost of the contractor using if necessary any plant or materials which may have been collected at site and paying for the same at his own valuation

9 Should the Executive Engineer consider that work, although not executed in strict accordance with the specification may be allowed to stand he is empowered to pay for the same at such reduced rates as he may fix and similarly in the case of inferior stores supplied which though not of the quality required by the specification may yet be passed he is also empowered to pay for the same at such reduced rates as he may consider equitable This proceeding is however quite optional on the part of the Executive Engineer

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* Not applicable to the supply of stores

10 The contractor is bound to provide all requisite plant and thoroughly intelligent agency for the execution of the work failing which the Executive Engineer is empowered to supply such machinery or agency (either superintendence skilled or unskilled labour) as he may consider desirable at the cost of the contractor removing such as the Executive Engineer may object to

*11 Advances may be made to the contractor to the extent of eighty per cent of the value of all materials (as assessed by the Executive Engineer) deposited at site and mortgaged to Government the amount of all such advances being adjusted or recovered as the materials are utilised or from the bill for completed work subsequently submitted The contractor shall be responsible for the safe custody of all materials on account of which he may have received advance and of all other materials that may be given to his charge

12 All rejected materials will at once be removed from site by the contractor to such distances as may be desired failing which the Executive Engineer is empowered after giving ten days notice in writing to do so himself and to recover the cost of the same from the contractor

13 In cases where it has been stipulated that materials will be supplied by the department the contractor shall accept such materials as cement girders etc at such rates as the articles may cost Government and in the case of such articles the contractor will be entitled to get only the fixing and construction charges

14 The contractor shall be liable to pay all royalties chargeable on Government materials required for the work

*15 No unsightly pits refuse stores or other disfigurements will be allowed to remain in the neighbourhood of any completed work and should the contractor not comply with the instructions of the Executive Engineer to rectify such defects that officer may after ten days notice in writing take such measures for their remedy as he may consider desirable charging the cost of the same to the contractor

*16 The contractor is bound to conform to all the legitimate instructions of the Executive Engineer in respect of the above conditions or such other matters as may affect the safety of the work failing which that officer is empowered after giving ten days notice in writing to take the work entirely into his own hands declaring the contract cancelled and employing if necessary any materials or plant belonging to the contractor which he may consider requisite paying for the same at his own valuation

17 The Executive Engineer is similarly empowered to annul the contract should he consider that there has been unnecessary delay on the part of the contractor in attending to or carrying out the instructions relative to the prosecution of the work or in the supply of stores The cancellation of the contract will debar the contractor from all claims to the guarantee fund in the hand of the Executive Engineer Also when the contract is cancelled there shall be no claim whatever regarding damages etc against Government

18 No portion of the guarantee fund can be demanded by the contractor till such time as the Executive Engineer grants a certificate of completion of the terms of his contract

19 When two or more persons combine to take up a contract it will be absolutely necessary for them to appoint some one person (either partner or otherwise) to be their accredited agent and

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* Not applicable to the supply of stores

to give him powers of attorney to receive payments on account of the work contracted for and to grant receipts such power of attorney being lodged in the hands of the Executive Engineer In the event of one or more of the partners in the contract wishing to withdraw this power of attorney and to transfer it to some other person he or they must give one month s warning of this, in writing, to the Executive Engineer who may on the receipt of such warning consider himself at a liberty at any time within the month to declare the original contract null and void precisely under the same conditions as for non fulfilment of work etc and thereupon *i e* after giving ten days notice in writing himself take over the work and materials on behalf of Government and make such arrange ments for its progress as above provided in para 8 of these conditions

20 The final adjustment must invariably be preceded by a thorough re measurement of the whole of the work performed which will be made by the Executive Engineer or his authorised representative and at which the contractor or his accredited agent must be present For this purpose a written notice will be sent to him at least ten days before the date fixed for the measure ment appointing the day hour and place of meeting Should he not attend to this the measure ments will proceed without him and he will be precluded from making any protest

21 The contractor will furnish free of charge all labour and tools required for such examinations and se ting out of the work as the Executive Engineer at any time considers desirable failing which he may have this done at the contractor s cost deducting the charges incurred from his bill

22 When a dispute arises between the Executive Engineer and contractor as to either quantity or quality of any work performed involving a larger sum than Rs 500 the matter will at the requisition of the latter be referred to the Chief Engineer who shall be empowered to appoint an officer to measure and examine the work in the presence of the contractor due notice as in paragraph 20 will be given to the contractor regarding the time and place of making these measure ments etc and should he not be present or be represented by a duly accredited agent the Chief Engineer may consider himself authorised to decide the case finally on the report furnished to him by the departmental officer deputed as above any objections to the measurements taken etc must moreover be stated to the deputed officer at the time and a copy of the same in writing forwarded to him for submission with his report to the Chief Engineer at the latest within twenty four hours The decision of the Chief Engineer on such reference shall be final and binding on the contractor and the Executive Engineer

*23 Paras 5 7 8 10 11 and 15 are not to be considered as applicable in a contract for the supply of stores of any kind

24. The value of work turned out or materials collected by the contractor or both in any one month shall not be less than Rs ( ) and the contractor shall be liable to a fine of five per cent on the difference between what is agreed upon and what has actually been worked out to the end of any month The fine is to be calculated and levied from month to month, or to any period at the discretion of the

25 The rate of monthly progress shall be reckoned from

Executive Engineer

Division *Contractor*

* Not applicable to the supply of stores

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